

**Master List of Issues – Illinois AT&T Negotiations
Decision Point List –UNEs**

Issue	Issue #	Article & Sections	AT&T Language	SBC-Illinois Language	ALJ Proposed Arbitration Decision
UNEs	1	Article 9	SBC Illinois shall provide AT&T nondiscriminatory access to Network Elements on any unbundled or bundled basis, as requested. at any technically feasible point on just, reasonable and nondiscriminatory rates, terms and conditions to enable AT&T to provide any telecommunications services within the LATA, including, but not limited to, local exchange and exchange access, in accordance with the federal Telecommunications Act of 1996, applicable FCC orders, rules and regulations and, to the extent not inconsistent with the aforementioned, applicable state statutes, orders, rules and regulations.	<p>SBC Illinois shall provide AT&T nondiscriminatory access to Unbundled Network Elements, at any technically feasible point on just, reasonable and nondiscriminatory rates, terms and conditions to enable AT&T to provide any telecommunications services within the LATA, including, but not limited to, local exchange and exchange access, in accordance with the federal Telecommunications Act of 1996, applicable FCC orders, rules and regulations and, to the extent not inconsistent with the aforementioned, applicable state statutes, orders, rules and regulations.</p> <p>SBC Illinois shall provide AT&T Network Elements, or Unbundled Network Elements in a manner that allows AT&T to combine those network elements to provide a telecommunications service.</p> <p>Certain specific terms and conditions that apply to the Network Elements or Unbundled Network Elements and the Combinations of Network Elements SBC Illinois shall provide to AT&T are described herein and in the attached Schedules. Prices for UNEs and combinations are set forth in the attached Pricing Schedule.</p> <p>9.2.1 “Network Element” or</p>	<p>Ultimately, the Commission will determine any disputes concerning these additional unbundled network elements.</p> <p>Accordingly, Sections 9.1.1, 9.1.2, 9.1.3 and 9.2.1. shall read as follows:</p> <p>9.1.1 SBC Illinois shall provide AT&T nondiscriminatory access to Unbundled Network Elements, upon request, at any technically feasible point on just, reasonable and nondiscriminatory rates, terms and conditions to enable AT&T to provision any telecommunications services within the LATA, including, but not limited to, local exchange and exchange access, in accordance with the federal Telecommunications Act of 1996, applicable FCC orders, rules and regulations and, to the extent not inconsistent with the aforementioned, applicable state statutes, orders, rules and regulations.</p> <p>SBC Illinois shall provide AT&T Unbundled Network Elements in a manner that allows AT&T to combine those network elements to provide a telecommunications service.</p> <p>Certain specific terms and conditions that apply to the Unbundled Network Elements and the Combinations of Network Elements SBC Illinois shall provide to AT&T are described herein and in the attached Schedules. Prices for UNEs and combinations are set forth in the attached Pricing Schedule.</p> <p>9.2.1 “Unbundled Network Element” shall mean “a facility or equipment used</p>

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			<p>“Unbundled Network Element” are used interchangeably and shall mean “a facility or equipment used in the provision of a telecommunications service.” “Network Element” or “Unbundled Network Element” shall also include “features, functions, and capabilities that are provided by means of the facility or equipment, including, but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.”</p> <p>At such time that AT&T provides SBC-AMERITECH with an order for particular unbundled Network Elements or Combinations, AT&T, at its option, may designate any technically feasible network interface, including without limitation, DS0, DS-1 and DS-3 interfaces, and any other interface described in the applicable Telcordia and any other industry standard technical references.</p>	<p>in the provision of a telecommunications service.” “Unbundled Network Element” shall also include “features, functions, and capabilities that are provided by means of the facility or equipment, including, but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.”</p> <p>9.2.5.1 Where facilities and equipment are not “available”, SBC-Illinois shall not be required to provide Network Elements or Unbundled Network Elements.</p>	<p>9.2.1 “Network Element” shall mean a facility or equipment used in the provision of a telecommunications service.” “Network Element” shall also include “features, functions, and capabilities that are provided by means of the facility or equipment, including, but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.”</p> <p>9.2.5.1 Where facilities and equipment are not “available”, SBC-Illinois shall not be required to provide Network Elements or Unbundled Network Elements.</p>
Should the ICA definition	2	9.1.1	A “telecommunications service”, as used in this Agreement, shall be	A “telecommunications service,” as used in this Agreement, shall be	<p>2. (AT&T win) The language with respect to this issue</p>

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of telecommunications service as stated in the Public Utilities Act, or in the FCC Act?		<u>defined as “the provision or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of information, by means of electromagnetic, including light, transmission with or without benefit of any closed transmission medium, including all instrumentalities, facilities, apparatus, and services (including the collection, storage, forwarding, switching, and delivery of such information) used to provide such transmission and includes access and interconnection arrangements and services.”</u>	defined as set forth in the federal Telecommunications Act of 1996 and, to the extent not inconsistent with the Act, applicable state statutes.	should state as follows: 9.1.1.(con't) – A “telecommunications service” as used in this Agreement, shall be defined as “the provision or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of information, by means of electromagnetic, including light, transmission with or without benefit of any closed transmission medium, including all instrumentalities, facilities, apparatus, and services (including the collection, storage, forwarding, switching and delivering of such information) is to provide such transmission and includes access and interconnection arrangements and services.”	3. Consistent with our determinations above, we approve the following for inclusion as Section 9.1.2 in the ICA:
Must AT&T utilize UNEs for the provision of local exchange service to end users in order to utilize UNEs for the provision of other services?	3	9.1.2	SBC Illinois shall also provide AT&T with Combinations of Network Elements that it “ordinarily combines” for itself pursuant to Section 9.3 herein. SBC Illinois shall not place any restrictions or limitations on AT&T’s use of Network Elements or Unbundled Network Elements or Combinations of Network Elements other than as set forth in this Agreement and other than those restrictions and limitations provided for by the Illinois Public Utilities Act and applicable state laws, rules, orders and regulations.	UNEs shall not be used solely for exchange access service, but may be used as such in conjunction with local exchange service. SBC Illinois shall also provide AT&T with Combinations of Network Elements that it “ordinarily combines” for itself pursuant to Section 9.3 herein. SBC Illinois shall not place any restrictions or limitations on AT&T’s use of Network Elements or Unbundled Network Elements or Combinations of Network Elements other than as set forth in this Agreement and other than those restrictions and limitations provided for by the Federal Telecommunications Act, the rules and regulations of the Federal Communications Commission and the Illinois Public Utilities Act and applicable	9.1.2 (con.t) – SBC Illinois shall provide AT&T with combinations of Unbundled Network Elements that it “ordinarily combines” for itself pursuant to Section 9.3 herein. SBC Illinois should not place any restrictions or limitations on AT&T’s use of network elements or Unbundled Network Elements or combinations of network elements other than as set forth in this Agreement, and other than those restrictions and limitations provided for or by the Federal Telecommunications Act, the rules and regulations of the Federal Communications Commission and the Federal Communications Commission,

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				state laws, rules, orders and regulations.	the Illinois Public Utilities Act and applicable State laws, rules, orders and regulations. AT&T may not use combinations of network elements to provide exchange access service to a customer unless it provides a “significant amount of local exchange service” to such customer in accordance with the requirements and definitions contained in Paragraph 22 of the FCC’s Supplemental Order Clarification and CC docket no. 96-98, FCC 00-0183.
May AT&T use UNEs to provide service to itself and its affiliates?	4	9.2.4, 9.3.2.5	9.2.4 AT&T may use one or more UNEs or Combinations to provide to itself, its affiliates and to AT&T End Users any feature, function, capability or service option that such UNE provided on an unbundled basis or Combination is technically capable of providing or any feature, function, capability or service option that is described in the applicable Telcordia and other industry standard technical references.	9.2.4 AT&T may use one or more UNEs or Combinations to provide to AT&T End Users any feature, function, capability or service option that such UNE provided on an unbundled basis or Combination is technically capable of providing or any feature, function, capability or service option that is described in the applicable Telcordia and other industry standard technical references.	4. We agree with AT&T that they are entitled to use UNEs to provide service to itself and its affiliates and agree that the language proposed by AT&T should be used in Sections 9.2.4 and 9.3.2.5.

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			network components provided by AT&T or provided by third parties to AT&T, or combine any unbundled Network Element(s) with other services (including access services) obtained from the SBC-Illinois in order to provide telecommunications services to AT&T, its end users and its affiliates.		We are adopting a compromise of the parties' language for Section 9.2.5 indicating that the parties should agree to a suitable point of demarcation rather than SBC dictating a suitable location. Therefore Section 9.2.5 should read as follows: For individual network elements or Unbundled Network Elements ordered by AT&T, SBC Illinois shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panels or a Main or Intermediate Distribution Frame) and, if necessary, access to such demarcation point, which AT&T agrees is suitable. However, where SBC Illinois provides Combinations of Network Elements in accordance with Section 9.3 and there are existing interconnections between two or more elements, SBC Illinois shall provide the existing interconnections and no demarcation shall exist between such Network Elements or Unbundled Network Elements.
Is AT&T entitled to interconnect at any technically feasible point?	5	9.2.5, 9.11, 9.13-9.16	9.2.5 For individual Network Elements or Unbundled Network Elements ordered by AT&T, SBC Illinois shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panels or a Main or Intermediate Distribution Frame) and, if necessary, access to such demarcation point, which AT&T agrees is suitable. However, where SBC Illinois provides Combinations of Network Elements in accordance with Section 9.3 and there are existing interconnections between two or more elements, SBC Illinois shall provide the existing interconnections and no demarcation shall exist between such Network Elements or Unbundled Network Elements.	9.11 This Section 9.11 describes the connection methods under which SBC-AMERITECH agrees to provide AT&T with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which SBC-AMERITECH makes these methods available. These methods provide AT&T access to multiple SBC-AMERITECH UNEs which AT&T may then combine. The methods listed below provide AT&T with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.	9.11 Access to UNE Connection Methods. SBC will provide access to network elements on an unbundled basis in combinations of network elements at any technically feasible point including at any point set forth within Article 12 (Collocation).

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		<u>on an unbundled basis and combinations of Network Elements at any technically feasible point including at any point set forth in Article 12 (Collocation).</u>	<u>9.11.1.1 (Method 1)</u> <u>SBC-AMERITECH will extend SBC-AMERITECH UNEs requiring cross connection to AT&T's Physical Collocation Point of Termination (POT) when AT&T is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.</u>	<u>9.11.1.2 (Method 2)</u> <u>SBC-AMERITECH will extend SBC-AMERITECH UNEs that require cross connection to AT&T's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.</u>	<u>9.11.1.3 (Method 3)</u> <u>SBC-AMERITECH will extend SBC-AMERITECH UNEs to AT&T's UNE frame that is located outside the SBC-AMERITECH Central Office where the UNEs are to be combined in a closure such as a cabinet provided by SBC-AMERITECH on SBC-AMERITECH property.</u>

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				<p>conditions apply to all methods when SBC-AMERITECH provides access pursuant to Sections 9.11.1.1 through 9.11.1.3:</p> <p>9.11.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, SBC-AMERITECH will provide a written reply notifying AT&T of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.</p> <p>9.11.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of SBC-AMERITECH Central Office space and equipment.</p> <p>9.11.2.3 AT&T may cancel the request at any time, but will pay <u>SBC-AMERITECH's reasonable and demonstrable costs for modifying SBC-AMERITECH's Central Office up to the date of cancellation.</u></p> <p>9.11.2.4 AT&T may elect to access</p>	

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				<p>SBC-AMERITECH's UNEs through Physical Collocation arrangements.</p> <p>9.11.2.5 AT&T shall be responsible for initial testing and trouble sectionalization of facilities containing AT&T installed cross connects.</p> <p>9.11.2.6 AT&T shall refer trouble sectionalized in the SBC-AMERITECH UNE to SBC-AMERITECH.</p> <p>9.11.2.7 Prior to SBC-AMERITECH providing access to UNEs under this Article 9, AT&T and SBC-AMERITECH shall provide each other with a point of contact for overall coordination.</p> <p>9.11.2.8 AT&T shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.</p> <p>9.11.2.9 All tools, procedures, and equipment used by AT&T to connect to SBC-AMERITECH's network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.</p> <p>9.11.2.10 AT&T shall be responsible for AT&T's personnel observing SBC-AMERITECH's site</p>	

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				<p>rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If SBC-AMERITECH for any reasonable and lawful reason requests AT&T to discontinue furnishing any person provided by AT&T for performing work on <u>SBC-AMERITECH</u>'s premises, AT&T shall immediately comply with such request. Such person shall leave <u>SBC-AMERITECH</u>'s premises promptly, and AT&T shall not furnish such person again to perform work on <u>SBC-AMERITECH</u>'s premises without SBC-AMERITECH's consent.</p> <p>9.11.2.11 AT&T shall provide positive written acknowledgment that the requirements stated in Section 9.11.2.10 have been satisfied for each employee requiring access to <u>SBC-AMERITECH</u> premises and/or facilities. <u>SBC-AMERITECH</u> identification cards will be issued for any AT&T employees who are designated by AT&T as meeting the necessary requirements for access. Entry to <u>SBC-AMERITECH</u> premises will be granted only to AT&T employees with such identification.</p> <p>9.11.2.12 AT&T shall designate each UNE being ordered from <u>SBC-AMERITECH</u>. AT&T shall provide an interface to receive assignment</p>	

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				<p>information from SBC-AMERITECH regarding location of the extended UNEs. This interface may be manual or mechanized.</p> <p>9.11.2.13 SBC-AMERITECH will provide AT&T with contact numbers as necessary to resolve assignment conflicts encountered. All contact with SBC-AMERITECH shall be referred to such contact numbers.</p> <p>9.11.2.14 AT&T shall provide its own administrative Telecommunication Service at each facility and all materials needed by AT&T at the work site. The use of cellular telephones is not permitted in SBC-AMERITECH equipment areas.</p> <p>9.11.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.</p> <p>9.11.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to SBC-AMERITECH UNEs will be made on an individual case basis (ICB).</p> <p>9.11.2.15.2 SBC-AMERITECH will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety</p>	

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				<p>and security charges) in increments of one (1) square foot. For this reason, SBC-AMERITECH will ensure that the first CLEC obtaining access to UNEs in an SBC-AMERITECH premises will not be responsible for the entire cost of site preparation and security.</p> <p>9.11.2.15.3 SBC-AMERITECH will contract for and perform the construction and preparation activities using same or consistent practices that are used by SBC-AMERITECH for other construction and preparation work performed in the building.</p> <p>9.13 CROSS CONNECTS</p> <p>9.13.1 The applicable Loop cross connects to point of access for the purpose of AT&T combining a SBC-AMERITECH Loop with another SBC-AMERITECH UNE are as follows:</p> <p>9.13.2 2-Wire Analog Loop to UNE Connection Methods point of access</p> <p>9.13.3 4 -Wire Analog Loop to UNE Connection Methods point of access</p> <p>9.13.4 2 -Wire Digital Loop to UNE</p>	

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				Connection Methods point of access	
				9.13.5 4 -Wire Digital Loop to UNE Connection Methods point of access	
				9.14 The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of AT&T combining. Unbundled Dedicated Transport to another <u>SBC-AMERITECH</u> UNE are as follows:	
				9.14.1 DS-1 to UNE Connection Methods point of access	
				9.15 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of AT&T combining Switch Ports to another SBC-AMERITECH UNE are as follows:	
				9.15.1 Analog Line Port to UNE Connection Methods point of access	
				9.15.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.	

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				<p>9.15.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access</p> <p>9.15.4 Analog DID Trunk Port to UNE Connection Methods point of access</p> <p>9.16 The applicable cross connects for <u>SBC-AMERITECH</u> Loop, UDT or Port UNEs are as follows:</p> <ul style="list-style-type: none"> 9.16.1 2-wire 9.16.2 4-wire 9.16.3 6-wire 9.16.4 8-wire 9.16.5 DS-1 9.16.6 DS-3 9.16.7 OC-3 9.16.8 OC-12 9.16.9 OC-48 9.16.10 LT1 9.16.11 LT3 	

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Should SBC be obligated to provide AT&T, in connection with an order for a UNE or UNE Combination, with any technically feasible network interface as described in industry standard technical references?	6	9.2.3, 9.2.5	<p>9.2.3. <u>At such time that AT&T provides SBC-AMERITECH with an order for particular unbundled Network Elements or Combinations, AT&T, at its option, may designate any technically feasible network interface, including without limitation, DS0, DS-1 and DS-3 interfaces, and any other interface described in the applicable Telcordia and any other industry standard technical references. Any such requested network interface shall be provided by SBC-AMERITECH, unless SBC-AMERITECH provides AT&T, within fifteen (15) days, with a written notice that it believes such a request is technically infeasible, including a detailed statement supporting such claim. Any such denial shall be resolved in accordance with the Alternative Dispute Resolution process set forth in Article 1 (General Terms and Conditions) of this Agreement.</u></p> <p><u>Unless otherwise specified, any references to DS-1 in this Article 9 shall mean, at AT&T's option, either DS-1 AMI or xDSL facility.</u></p>	<p>9.2.5 Access to UNEs is provided under this Agreement over such routes, technologies and facilities as SBC-AMERITECH may elect at its own discretion.</p>	<p>We find that AT&T's additional terminology satisfies SBC's concerns and we elect to go with AT&T's modified language.</p> <p>Section 9.2.3. At such time that AT&T provides SBC with an order for a particular Unbundled Network Element or Combination, AT&T may designate any technically feasible network interface that currently exists in the network, including without limitations DS0, DS1 and DS3 interfaces and any other interface described in the applicable Telcordia and any other industry standard technical references. Any such requested network interface shall be provided by SBC-AMERITECH, unless SBC provides AT&T, within fifteen (15) days, with a written notice that it believes such a request is technically feasible, including a detailed statement supporting such claim. Any such denial shall be resolved in accordance with the Alternative Dispute Resolution process set forth in Article 1 (General Terms and Conditions) of this Agreement. Unless otherwise specified, any references to DS-1 in this Article 9 shall mean, at AT&T's option, either DS1 AMI or xDSL facility.</p>

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What criteria should be used to determine whether network elements or unbundled network elements are “available”?	7	9.2.5.1	<u>A Network Element or Unbundled Network Element is “available” if it meets the criteria established by the Illinois Commerce Commission in ICC Docket No. 99-0593.</u>	Whether or not facilities or equipment are “available” will be determined pursuant to applicable federal law and FCC regulations, and, where consistent with federal law and FCC regulations, Commission rulings and applicable state law.	Accordingly, we find that the language should be as follows: 9.2.5.1 (con't.) – A facility is available if it is located in an area presently served by SBC and otherwise meets the criteria established by the Illinois Commerce Commission and ICC Docket No. 99-0593. This definition of “available” does not require SBC to construct network elements for the sole purpose of unbundling those elements for CLECs.
8a. When SBC services are converted to UNE combinations, must SBC guarantee that service to the end user will never be disconnected during conversion?	8	9.3.1.2, 9.3.2.1	<u>9.3.1.2 When AT&T requests a network elements platform referred to in Section 9.3.1 above, including but not limited to the UNE-Platform, without the need for field work outside of the central office, for an end user that has existing local exchange telecommunications service provided by SBC Illinois, or by another CLEC through SBC Illinois’s network elements platform, unless otherwise agreed by AT&T.</u>	9.3.2.1 Where AT&T desires to migrate an existing and working SBC Illinois circuit switched local exchange end user, AT&T may accomplish this by ordering SBC Illinois UNE-P. This migration is subject to AT&T having appropriate unbundled network elements (UNEs) listed in this Agreement and the UNE Pricing Appendix and is further subject to all related terms and conditions in this Agreement of those UNEs. Under those conditions, and upon submission of a Local Service Request (LSR) adhering to currently published Local Service Ordering Requirements (LSOR), AT&T may accomplish the UNE-P migration without the need to collocate equipment in SBC Illinois Central Offices. Under these circumstances, it shall not be necessary for AT&T to collocate equipment in SBC-AMERITECH Central Offices to connect the unbundled Network Element. If unbundled local switching-	9.3.1.2 – When AT&T requests a network elements platform referred to in Section 9.3.1 above without the need for field work outside of the central office, for an end user that has existing local exchange telecommunications service provided by SBC or by another CLEC through SBC’s network elements platform, unless otherwise agreed to by AT&T, SBC shall provide AT&T with the requested network elements platforms with any disruption to the end user’s services reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such migrations to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC Illinois shall
8b. What charges may SBC recover for such a conversion?			<u>Local Service Request</u>		

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			<u>(LSR). It shall not be necessary for AT&T to collocate in SBC Illinois's central offices in order to purchase the UNE-Platform.</u> <u>SBC Illinois shall provide network element platforms, including the UNE-Platform, to AT&T even if AT&T is collocated in the relevant central office(s). If unbundled local switching-shared transport (ULS-ST) is used, SBC Illinois will be responsible for engineering, provisioning and maintenance of these components to ensure they support the agreed upon grade of service.</u>	shared transport (“ULS-ST”) is used, SBC-AMERITECH will be responsible for all engineering, provisioning and maintenance of these components to ensure they support the agreed upon grade of service.	coordinate it with AT&T's representatives to accomplish this goal. AT&T may order a UNE Platform using a single Local Service Request (LSR). It shall not be necessary for AT&T to collocate an SBC Illinois central office in order to purchase the UNE-Platform. SBC Illinois shall provide network elements platforms, including the UNE-Platform to AT&T even if AT&T is collocated in the relevant central offices. If Unbundled Local Switching Shared Transport (ULS-ST) is used, SBC Illinois will be responsible for engineering provisioning and maintenance of these components to ensure they support the agreed upon rate of service.
9.a. May AT&T combine UNEs with other services (including access services) obtained from SBC-Illinois?	9	9.3.2.5	At the request of AT&T, SBC shall also provide Unbundled Network Elements to AT&T in a manner that allows AT&T to combine those Unbundled Network Elements to provide a telecommunications service. SBC Illinois shall permit AT&T to combine any Unbundled Network Element(s) obtained	At the request of AT&T, SBC shall also provide Unbundled Network Elements to AT&T in a manner that allows AT&T to combine those Unbundled network elements to provide a telecommunications service. SBC Illinois shall permit AT&T to combine any Unbundled Network Element(s) obtained	AT&T is agreeable to the language that has been provided by Staff. We find that this language satisfies the concerns raised by SBC. Therefore the language for Section 9.3.2.5 should be as follows: At the request of AT&T, SBC shall also provide Unbundled Network Elements to

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9.b. May AT&T combine network elements made available by SBC-Illinois with other SBC-Illinois provided Network Elements?		Element(s) obtained from SBC Illinois or to combine such Unbundled Network Element(s) with compatible network components provided by AT&T or provided by third parties to AT&T, or combine any unbundled Network Element(s) with other services (including access services) obtained from SBC-Illinois in order to provide telecommunications services to AT&T, its end users and its affiliates.	from SBC Illinois or to combine such Unbundled Network Element(s) with compatible network components provided by AT&T or provided by third parties to AT&T in order to provide telecommunications services to its end users.	AT&T in a manner that allows AT&T to combine those Unbundled Network Elements to provide a telecommunications service. SBC shall permit AT&T to combine any Unbundled Network Element(s) obtained from SBC with Compatible Network Components provided by AT&T or provided by third parties to AT&T or combined any Unbundled Network Element(s) with other services (including access services) obtained from SBC Illinois in order to provide telecommunication services to AT&T, its end users and its affiliates as long as these combinations are consistent with FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC 00-0183.	
SBC Issue: Should the ICA contain the limitations on an ILEC's obligation to combine which	10	9.3.3, 9.3.3.9, 9.3.3.11, 9.3.3.14	<u>Upon AT&T's request, SBC-AMERITECH shall perform the functions necessary to combine SBC-AMERITECH's Network Elements in any manner, even if those elements are not</u>	<u>9.3.3.9 Without affecting the other provisions hereof, SBC's UNE combining obligations referenced in this Section 9.3 apply only in situations where each of the following is met:</u>	10. Accept SBC language in 9.3.3.9.1 through 9.3.3.9.5 (including 9.3.3.9.1 and 9.3.3.9.2). Approve 9.3.3.9 in following form: 9.3.3.9 Without affecting the other

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are set forth in <i>Verizon Comm. Inc.</i> ?		<u>ordinarily combined in SBC-AMERITECH's network; provided that such combination is:</u> (i) <u>technically feasible, and (ii) would not impair the ability of other</u>	<u>Telecommunications Carriers to obtain access to Network Elements on an unbundled basis or to Interconnect with SBC-AMERITECH's network.</u> <u>In addition, upon a request of AT&T that is consistent with the above criteria, SBC-AMERITECH shall perform the functions necessary to combine SBC-AMERITECH's Network Elements with elements possessed by AT&T in any technically feasible manner to allow AT&T to provide a Telecommunications Service.</u>	9.3.3.9.1 it is technically feasible, including that network reliability and security would not be impaired; <i>Verizon Comm. Inc. v. FCC</i> , 122 S.Ct. 1646, 1685 (May 13, 2002) and	provisions hereof, SBC's UNE combining obligations referenced in this Section 9.3 apply under federal law only in situations where each of the following is met: Reject inclusion of SBC's paragraph 9.3.3.1.1.

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				<p>1686 (May 13, 2002), but such obligation under this Section 3.9.3 ceases if SBC-13STATE informs CLEC of such need to combine.</p> <p>9.3.3.11 In the event that SBC-AMERITECH denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC pursuant to Section 9.3.3.9, SBC-AMERITECH shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. If such dispute cannot be resolved to the mutual satisfaction of the parties, either Party may initiate a proceeding before the Commission. In any such proceeding, SBC bears the burden of proof to demonstrate that the requested combination does not satisfy the requirements in Section 9.3.3.9.</p>	<p>Commission will adopt the language of SBC for Section 9.3.3.14.1.</p> <p>SBC's language for 9.3.3.14.2 will not be included in this Section.</p>
11.a. Should the ICA contain language specifically obligating	11	9.3.3, 9.3.3.14	<p><u>Upon AT&T's request, SBC-AMERITECH shall perform the functions necessary to combine SBC-AMERITECH's Network Elements in any manner,</u></p> <p><u>even if those elements are not</u></p>	<p>9.3.3.14 Nothing in this Agreement shall impose any obligation on SBC-AMERITECH to provide UNEs, combination of UNEs, or combinations of UNEs and CLEC's own elements beyond those obligations imposed by</p>	

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AT&T to follow the FCC's Supplemental Order Clarification when utilizing EELs or does the Parties agreed to language in Section 9.1.1 adequately describe AT&T's obligation?		<u>ordinarily combined in SBC-AMERITECH's network; provided that such combination is: (i) technically feasible, and (ii) would not impair the ability of other Telecommunications Carriers to obtain access to Network Elements on an unbundled basis or to Interconnect with SBC-AMERITECH's network.</u> <u>In addition, upon a request of AT&T that is consistent with the above criteria, SBC-AMERITECH shall perform the functions necessary to combine SBC-AMERITECH's Network Elements with elements possessed by AT&T in any technically feasible manner to allow AT&T to provide a Telecommunications Service.</u>	<u>the Act, including the rules and orders of the FCC and Verizon Comm. Inc. and, to the extent not inconsistent therewith, the rules and orders of the relevant State Commission and any other Applicable Law. The preceding includes without limitation the following:</u>	The language for Section 9.3.3.14 should be as follows: Upon AT&T's request, SBC Illinois shall perform the functions necessary to combine SBC network elements if those network elements are ordinarily combined in SBC Illinois' own network provided that such combinations are (1) technically feasible and (2) would not impair the ability of other telecommunications carriers to obtain access to network elements on an unbundled basis or to interconnect with SBC's network. In addition, upon a request of AT&T that is consistent with the above criteria, SBC shall perform the functions necessary to combine SBC's network elements with elements possessed by AT&T in a technically feasible manner to allow AT&T to provide telecommunications service.	9.3.3.14.1 The UNE Combination known as an “enhanced extended loop” or “EEL” (a combination of a UNE loop and UNE dedicated transport, with appropriate Cross-Connects, and when needed, multiplexing) shall only be provided to AT&T to the extent that the EEL is used to provide a significant amount of local exchange service to a particular end user customer (this limitation is the same as the requirements set forth in the FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC)-183 (rel. June 2, 2000));
(SBC-Illinois Issue) Is SBC entitled to	12	9.3.3.8, 9.3.3.12	<u>None</u>	9.3.3.8 In addition to any	The language for 9.3.3.8 shall state the following:

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compensation for work performed to combine UNEs as set forth in <i>Verizon Comm. Inc.</i> ? (AT&T Issue) Should SBC be permitted to charge a “glue” charge when SBC combines UNEs?		.	other applicable charges, AT&T shall be charged a reasonable cost-based fee for any combining work that is required to be done by SBC-AMERITECH pursuant to a BFR or BFR-OC, as applicable, under Schedule 2.2 of this Agreement.	In addition to any other applicable charges, SBC may charge a Commission-approved TELRIC-based fee for any combining work that is required to be done by SBC pursuant to a BFR or BFR-OC, as applicable, under Schedule 2.2 of this Agreement.	
Should the ICA contain terms and conditions relative to “pre-existing” and new combinations as proposed by SBC-Illinois?	13	9.3.3.1	None.	9.3.3.1 A “Pre-existing Combination” shall not be considered a new combination involving UNEs under this Section. A “Pre-existing Combination” means a combination of UNEs where no physical work is required by SBC-13STATE at an SBC-13STATE premises, an outside plant location, or a customer premises, in order to establish physical connections between the UNEs that constitute the UNE combination. A Pre-existing Combination includes the situation	We agree with Staff and SBC that the language as proposed by SBC is acceptable. The language of Section 9.3.3.1 is similar to the meaning of “pre-existing combinations” as contained in the Company’s tariff filed in compliance with the Order in Docket 01-0614. This definition is also consistent with other agreed upon terms contained in this Agreement. SBC’s proposal for 9.3.3.1.2 should also be included in this Agreement.

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				<p>when CLEC orders all the SBC-13STATE UNEs required either:</p> <p>(1) to convert to a combinations of UNEs an SBC-13STATE End User customer, another carrier's pre-existing End User customer served exclusively using UNEs, or CLEC's or another carrier's resale End User customer; or</p> <p>(2) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for CLEC (a) without any change in features or functionality that was being provided at the time of the order, and/or (b) the only change needed to route the operator service and directory assistance ("OS/DA") calls from the End User customer to be served by that Pre-Existing Combination to CLEC's OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and activated in the serving switch and available to the switch port class used to provide local service, <i>e.g.</i>, call waiting for residential local service, and/or (d) at the time of the order and when the order is worked by SBC-13STATE, the End User customer in question is not served by a line sharing arrangement as</p>	

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				defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, e.g., the loop facility is being used to provide both a voice service and also an xDSL service. (Section 3.3.1.10(2)(b) only applies to orders involving customized routing after customized routing has been established to CLEC's OS/DA platform from the relevant SBC-13STATE local switch, including CLEC's payment of all applicable charges to establish that routing.)	9.3.3.1.2 Reconfigurations of existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the FCC's Supplemental Order Clarification, <i>In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996</i> , CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000), shall not be considered a new combination involving UNEs hereunder.
Whether the ICA should include language stating that SBC-AMERITECH may reserve the right to	14	9.3.3.2	None	9.3.3.2 The parties acknowledge that the United States Supreme Court in <i>Verizon Comm. Inc.</i> relied on the distinction between an incumbent local exchange carrier such as SBC-13STATE being required to perform the functions necessary to combine UNEs and to combine UNEs with elements possessed by a	SBC's language accepted with modification: 9.3.3.2 The parties acknowledge that the United States Supreme Court in <i>Verizon Comm. Inc.</i> relied on the distinction between an incumbent local exchange carrier such as SBC-13STATE being required to perform the functions necessary to combine UNEs with elements possessed by a
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incorporate subsequent regulatory, judicial or legislative orders that address UNEs and/or the obligation to provide combinations of UNEs, in addition to the change of law provisions covered in Article 29, section 29.4?			requesting telecommunications carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the Effective Date, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, SBC-13STATE is willing to perform the actions necessary to also complete the actual physical combination for those new UNE combinations set forth in the Schedule(s) – UNE Combinations to this Appendix UNE, subject to the following:	<p>requesting telecommunications carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the Effective Date, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, SBC-13STATE is willing to perform the actions necessary to also complete the actual physical combination for those new UNE combinations set forth in the Schedule(s) – UNE Combinations to this Appendix UNE.</p> <p>9.3.3.2.1 Section 3, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, SBC-13STATE from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to <i>Verizon Comm. Inc.</i>, the demand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by SBC-13STATE. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect either party to this agreement from taking any position with respect to combinations</p>	<p>and to combine UNEs with elements possessed by a telecommunications carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the Effective Date, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, SBC-13STATE is willing to perform the actions necessary to also complete the actual physical combination for those new UNE combinations set forth in the Schedule(s) – UNE Combinations to this Appendix UNE.</p> <p>9.3.3.2.1 Section 3, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by either party to this agreement from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to <i>Verizon Comm. Inc.</i>, the demand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by either party to this agreement. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect either party to this agreement from taking any position with respect to combinations</p>

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				<p>position with respect to combinations including UNEs or any issue or subject addressed or related thereto.</p> <p>9.3.3.2.2 rejected by ALJ.</p> <p>9.3.3.2.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's UNE combining obligations, SBC-13STATE shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 3.3.2.2 shall apply in accordance with its terms, regardless of any "change of law" or "intervening law" or similarly purposed or other provision of the Agreement and, concomitantly, the first sentence of this Section 3.3.2.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.</p> <p>9.3.3.2.3 Without affecting the application of Section 9.3.3.2.2 (which shall apply in accordance with its provisions), upon notice by SBC-13STATE, the parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform</p>	<p>including UNEs or any issue or subject addressed or related thereto.</p> <p>9.3.3.2.2 rejected by ALJ.</p> <p>9.3.3.2.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's UNE combining obligations, SBC-13STATE shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 3.3.2.2 shall apply in accordance with its terms, regardless of any "change of law" or "intervening law" or similarly purposed or other provision of the Agreement and, concomitantly, the first sentence of this Section 3.3.2.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.</p> <p>9.3.3.2.3 Without affecting the application of Section 9.3.3.2.2 (which shall apply in accordance with its provisions), upon notice by SBC-13STATE, the parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform</p>

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				<p>the functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, and to eliminate any SBC-13STATE obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.</p>	<p>AT&T language for 9.3.1.3.6 and 9.3.1.3.7.</p> <p>No language for 9.3.2.2. Do not include either party language.</p> <p>Accept SBC language in 9.3.3.9.5.3.</p> <p>Reject remainder of SBC language.</p>
SBC Issue: Under what circumstances is a CLEC able to combine for itself?	15	9.3.1.3.6, 9.3.1.3.7, 9.3.2.2, 9.3.3.9.5.3, 9.3.3.10	9.3.1.3.6 Operator services will, at AT&T's option, be provided to AT&T in conjunction with the UNE-P as described in Schedule 9.2.6 and Schedule 9.2.9/Article 22.	<p>9.3.1.3.6 Operator services will, at AT&T's option, be provided to AT&T in conjunction with the UNE-P as described in Schedule 9.2.6 and Schedule 9.2.9/Article 22.</p> <p><u>Collocation by AT&T shall not be required.</u></p> <p>9.3.1.3.7 Directory assistance will, at AT&T's option, be provided to AT&T in conjunction with the UNE-P as described in Schedule 9.2.6 and Schedule 9.2.9/Article 22.</p> <p>9.3.2.2 SBC will not require a CLEC to collocate in order to receive UNE P;</p>	<p>9.3.1.3.6 and 9.3.1.3.7.</p> <p>No language for 9.3.2.2. Do not include either party language.</p> <p>Accept SBC language in 9.3.3.9.5.3.</p>

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ordinarily combined?			<p><u>by AT&T shall not be required.</u></p> <p><u>9.3.2.2 UNE-P not to require collocation in any SBC-AMERITECH facility for any purpose.</u></p>	<p>however, if AT&T is collocated, it must combine the elements for itself and SBC is not required to combine for AT&T.</p> <p>9.3.3.9.5.3 For purposes of Section 9.3.3.9.5 and without limiting other instances in which AT&T may be able to make a combination itself, AT&T is deemed able to make a combination itself when the UNE(s) sought to be combined are available to AT&T, including without limitation: at an SBC-AMERITECH premises where AT&T is physically collocated or has an on-site adjacent collocation arrangement.</p>	<p>9.3.3.10 Subject only to the special dispute resolution procedure set forth in Section 9.3.3.10.1 below, Section 9.3.3.9.5 shall only begin to apply thirty (30) days after notice by SBC-13STATE to CLEC. Thereafter, SBC-13STATE may invoke Section 9.3.3.9.5 with respect to any request for a combination involving UNEs.</p> <p>9.3.3.10.1 In the event that SBC-AMERITECH issues a thirty-day notice as described in Section 9.3.3.10 and AT&T wishes to dispute SBC-AMERITECH's position that the standards set forth in Section 9.3.3.9 justify its refusal to combine and/or</p>

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				<p>that the situation(s) in which SBC-AMERITECH is invoking Section 9.3.3.9 meet(s) the standards set forth in Section 9.3.3.9 (as described in such notice), AT&T may institute dispute resolution under this Section 9.3.3.10. Notwithstanding any other dispute resolution procedures that may be set forth in this Agreement, the following dispute resolution process (and no other) shall govern any dispute under this Section:</p> <p>9.3.3.10.1.1 AT&T must notify SBC-AMERITECH in writing of its intent to dispute the Section 9.3.3.10 notice within ten (10) days of the date of SBC-AMERITECH's thirty-day notice;</p> <p>9.3.3.10.1.2 No later than five (5) days after AT&T sends the written notice of its intent to dispute, AT&T must institute a formal dispute resolution proceeding with the state Commission. If AT&T fails to institute such proceeding within that period, SBC-AMERITECH, at its sole option, may institute such a formal dispute resolution proceeding before the day upon which the thirty-day notice under Section 9.3.3.10 would otherwise become effective. In any formal dispute resolution proceeding under this Section 9.3.3.10, the filing party shall also request an expedited proceeding, if available, and either party may request</p>	

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				<p>expedited relief, if available. If neither AT&T nor SBC AMERITECH institutes a formal dispute resolution proceeding under this Section 9.3.3.10, SBC-AMERITECH's thirty-day notice shall become effective under its original terms.</p> <p>9.3.3.10.1.3 If AT&T pursues such formal dispute resolution proceeding under this Section 9.3.3.10, SBC-AMERITECH's thirty-day notice shall be effective ten (10) days after the Commission issues an order resolving such dispute, unless ordered otherwise by the Commission or as the Parties may mutually agree.</p> <p>9.3.3.10.1.4 The dispute resolution procedure set forth in this Section 9.3.3.10 shall govern without regard to any other dispute resolution procedures set forth in this Agreement.</p> <p>9.3.3.10.1.5 Any formal dispute resolution proceeding instituted by AT&T with respect to a particular SBC-AMERITECH notice shall be requested to be consolidated with all other proceedings instituted before the Commission with respect to that same notice. AT&T hereby consents to such consolidation, shall request it with its initial filing if AT&T is the party filing for a formal dispute resolution proceeding and shall not object or otherwise oppose such consolidation.</p>	

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				<p>9.3.10.1.6 If AT&T fails to institute a formal dispute resolution in accordance with this Section 9.3.3.10, AT&T agrees and acknowledges that it shall be barred and otherwise foreclosed from filing such a proceeding, that it shall not participate in any proceeding instituted with respect to such notice and that it shall not otherwise dispute such SBC-AMERITECH notice. This Section 9.3.10.1.6 shall not affect AT&T's ability to raise combining issues with respect to a successor interconnection agreement subsequently negotiated between AT&T and SBC-AMERITECH.</p>	Not discussed by ALJ.
Does UNE-P include operator service, directory assistance, tandem switching and call-related databases?	16	9.3.1.1, 9.3.1.3.4		<p>9.3.1.1 The network element platforms discussed in Section 9.3.1 shall include, but shall not be limited to, a combination of network elements commonly referred to as the UNE-Platform, or UNE-P. The UNE-Platform shall consist of the NID, the loop, local switching, shared transport, signalling and call-related databases. The UNE-Platform may also include tandem switching and OS and DA (either provided by SBC Illinois or via customized routing by which SBC Illinois routes AT&T's OS and DA traffic to AT&T's OS/DA platform or the OS/DA platform of a third party).</p>	

Key:
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Bold represents language proposed by SBC-Illinois and opposed by AT&T.

**Master List of Issues – Illinois AT&T Negotiations
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Issue	Issue #	Article & Sections	AT&T Language	SBC-Illinois Language	ALJ Proposed Arbitration Decision
			<u>9.3.1.3.4 SBC Illinois shall not place any restrictions or limitations on AT&T's use of the UNE-Platform other than those restrictions and limitations provided for by the Illinois Public Utilities Act and applicable state laws, rules, orders and regulations. This includes, but shall not be limited to, restrictions on customer type, number of lines provided to a location, geographic location to which service is provided.</u>		Therefore the language for this issue should read as follows: In accordance with Section 9.2.4.4 of Section 9.2.7 “inter-office transmission facilities” and 27.14.4 of Article 27 “comprehensive billing”, SBC will provide the records to AT&T in an OBF EMI format and retain these records for one year. The OCN will be included in the FMI records according to industry standards.
(SBC Issue) Should the Agreement state that SBC will follow OBF EMI guidelines rather than stating the specific detail that may be included in such guidelines, when such detail is subject to change by the OBF forum during the term of the Agreement?	17	9.3.1.3.1	<u>9.3.1.3.1 SBC-Illinois shall maintain and provide records of sufficient detail for UNE-P to enable AT&T billing of its end users and other carriers for all call types (i.e., call details for originating and terminating calls).</u> SBC-AMERITECH will provide the records to AT&T in OBF EMI standard format. <u>The originating carrier number (OCN) will be included in the EMI records according to current industry standards. The UNE identifier will be included in all EMI records involving unbundled services or elements.</u>		

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Issue	Issue #	Article & Sections	AT&T Language	SBC-Illinois Language	ALJ Proposed Arbitration Decision
(AT&T Issue) Should the Agreement specify key elements of the OBF EWII guideline requirements related to SBC- AMERITECH 'S obligations to provide records to AT&T when AT&T is relying on SBC- AMERITECH to bill its end users?					
HIGH FREQ PORT OF LOOP		SCHEDUL E 9.2.2			
18.a. Should AT&T and its HBSS be required to be on the same LSOG version? SBC's Issue Statement:	18	9.2.2.5.1	9.2.2.5.1 Use of High Bandwidth Services Supplier. AT&T may identify one or more CLECs as an authorized High Bandwidth Service Supplier (“HBSS”), authorized by AT&T to add, change or delete High Bandwidth Services capabilities on a xDSL-capable Loop employed or ordered by AT&T. If AT&T chooses to utilize HBSSs under this section, the orders issued by the HBSS	9.2.2.5.1 Use of High Bandwidth Services Supplier. AT&T may identify one or more CLECs as an authorized High Bandwidth Service Supplier (“HBSS”), authorized by AT&T to add, change or delete High Bandwidth Services capabilities on a xDSL-capable Loop employed or ordered by AT&T. If AT&T chooses to utilize HBSSs under this section, the orders issued by the HBSS	We do not agree with AT&T on this position and we adopt the language as proposed by SBC to resolve this issue. The language for this Section is as follows: 9.2.2.5.1: Use of High Bandwidth Services Suppliers. AT&T may identify one or more CLECs as an authorized High Bandwidth Service Supplier (“HBSS”), authorized by AT&T to add, change or delete High Bandwidth Services capabilities on a xDSL-capable Loop employed or ordered by AT&T. If AT&T chooses to utilize HBSSs under this section, the orders issued by the HBSS

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Issue	Issue #	Article & Sections	AT&T Language	SBC-Illinois Language	ALJ Proposed Arbitration Decision
18.a. Whether SBC is obligated to modify its OSS to accommodate AT&T and its third party agent and their inter-CLEC communication to enable the HBSS to place orders on AT&T's behalf for Line Splitting.		issued by the HBSS must appear, in all ways, as if the orders were submitted by AT&T. For orders submitted under this Schedule 9.2.2 , SBC-AMERITECH will treat the order in exactly the same manner as if AT&T, and not a third party, submitted the order. <u>Provided, however, that AT&T and the HBSS are not required to be on the same LSOG version.</u>	must appear, in all ways, as if the orders were submitted by AT&T. For orders submitted under this Schedule 9.2.2 , SBC-AMERITECH will treat the order in exactly the same manner as if AT&T, and not a third party, submitted the order. AT&T will remain the customer of record for billing and all other purposes with regard to such order(s), and the underlying UNEs. In no event shall SBC-AMERITECH be required nor obligated to communicate with, coordinate between, nor provide completion notices to, both the CLEC and its HBSS.	High Bandwidth Service Supplier (“HBSS”) authorized by AT&T to add, change or delete High Bandwidth Services capabilities on an xDSL-capable Loop employed or ordered by AT&T. If AT&T chooses to utilize HBSSs under this section, the orders issued by HBSS must appear, in all ways, as if the orders were submitted by AT&T. For orders submitted under this Schedule 9.2.2, SBC will treat the orders in exactly the same manner as if AT&T, and not a third party, submitted the order.	
18.b. Should the ICA contain specific indemnification language related to use of SBC’s OSS by third parties?	19	9.2.2.13.2.1. 3, 9.2.2.13.2.1. 4, 9.2.2.13.2.3.	9.2.2.13.2.1.3 DSL/PSD Mask parameters, as defined by Schedule 9.2.1 for xDSL-capable loops, AT&T will provide SBC-AMERITECH with a confirmation	9.2.2.13.2.1.3 “Proof of Continuity” parameters, as defined by this Schedule 9.2.2 for xDSL-capable loops, AT&T will provide SBC-AMERITECH with a confirmation	This issue was consolidated with issues 21 and 22: Accordingly, we adopt SBC's language for Schedule 9.2.2.12.1.1,
Whether the DSL/PSD parameter or Proof of continuity					

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Issue	Issue #	Article & Sections	AT&T Language	SBC-Illinois Language	ALJ Proposed Arbitration Decision
parameter test is appropriate to assess the loop DSL qualifications.	2, 9.2.2.13.2.3. 3	number and SBC-AMERITECH will complete the order. AT&T will be billed for the Acceptance Test as specified below under Acceptance Testing Billing Testing Billing at the applicable rates as set forth in the Pricing Schedule.	number and SBC-AMERITECH will complete the order. AT&T will be billed for the Acceptance Test as specified below under Acceptance Testing Billing Testing Billing at the applicable rates as set forth in the Pricing Schedule.	9.2.2.12.1.2, 9.2.2.13.2.1.3, 9.2.2.13.2.1.4, 9.2.2.13.2.3.2, 9.2.2.13.2.3, 9.2.2.14.7.	9.2.2.13.2.1.3 If the loop passes the “ Proof of Continuity ” parameters, as defined by this Schedule 9.2.2 for xDSL-capable loops, AT&T will provide SBC-AMERITECH with a confirmation number and SBC-AMERITECH will complete the order. AT&T will be billed for the Acceptance Test as specified below under Acceptance Testing Billing Testing Billing at the applicable rates as set forth in the Pricing Schedule.
		9.2.2.13.2.3.2 If the loop passes the DSL/PSD Mask parameters, as defined by this Schedule 9.2.1 for DSL capable loops, both Parties agree to close out the trouble report and the LOC will bill for the cooperative testing.	9.2.2.13.2.3.2 If the loop passes the “ Proof of Continuity ” parameters, as defined by this Schedule 9.2.2 for DSL capable loops, both Parties agree to close out the trouble report and the LOC will bill for the cooperative testing.	9.2.2.13.2.3.3 If the Cooperative testing fails DSL/PSD Mask parameters, as defined by this Schedule 9.2.1 for DSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with AT&T on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the AT&T representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Schedule 9.2.2 for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact AT&T for another cooperative testing.	9.2.2.13.2.3.2.1.3 If the loop passes the “ Proof of Continuity ” parameters, as defined by this Schedule 9.2.2 for xDSL-capable loops, both Parties agree to close out the trouble report and the LOC will bill for the cooperative testing.
		9.2.2.13.2.3.3 If the Cooperative testing fails DSL/PSD Mask parameters, as defined by this Schedule 9.2.1 for DSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with AT&T on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the AT&T representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Schedule 9.2.2 for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact AT&T for another cooperative testing.	9.2.2.13.2.3.3 If the Cooperative testing fails DSL/PSD Mask parameters, as defined by this Schedule 9.2.1 for DSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with AT&T on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the AT&T representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Schedule 9.2.2 for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact AT&T for another cooperative testing.	9.2.2.13.2.3.3.1 If the loop passes the “ Proof of Continuity ” parameters, as defined by this Schedule 9.2.2 for xDSL-capable loops, both Parties agree to close out the trouble report and the LOC will bill for the cooperative testing.	9.2.2.13.2.3.3.2 If the loop passes the “ Proof of Continuity ” parameters, as defined by this Schedule 9.2.2 for xDSL-capable loops, both Parties agree to close out the trouble report and the LOC will bill for the cooperative testing.
				9.2.2.13.2.3.3.3 If the loop passes the “ Proof of Continuity ” parameters, as defined by this Schedule 9.2.2 for xDSL-capable loops, both Parties agree to close out the trouble report and the LOC will bill for the cooperative testing.	9.2.2.13.2.3.3.4 If the loop passes the “ Proof of Continuity ” parameters, as defined by this Schedule 9.2.2 for xDSL-capable loops, both Parties agree to close out the trouble report and the LOC will bill for the cooperative testing.
				9.2.2.13.2.3.4 If the Acceptance Test fails the loop Continuity Test parameters, as defined by this Schedule 9.2.2 for xDSL-capable loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with AT&T on the line, including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the AT&T representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Schedule 9.2.2 for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact AT&T for another cooperative testing.	9.2.2.13.2.3.4 If the Acceptance Test fails the loop Continuity Test parameters, as defined by this Schedule 9.2.2 for xDSL-capable loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with AT&T on the line, including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the AT&T representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Schedule 9.2.2 for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact AT&T for another cooperative testing.
				9.2.2.13.2.4 If the Acceptance Test fails the loop Continuity Test parameters, as defined by this Schedule 9.2.2 for xDSL-capable loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with AT&T on the line, including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the AT&T representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Schedule 9.2.2 for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact AT&T for another cooperative testing.	9.2.2.13.2.4 If the Acceptance Test fails the loop Continuity Test parameters, as defined by this Schedule 9.2.2 for xDSL-capable loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with AT&T on the line, including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the AT&T representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Schedule 9.2.2 for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact AT&T for another cooperative testing.

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Issue	Issue #	Article & Sections	AT&T Language	SBC-Illinois Language	ALJ Proposed Arbitration Decision
			<p>9.2.2.13.2.1.4 If the Acceptance Test fails DSL/PSD Mask parameters, as defined by this Schedule 9.2.1 for xDSL-capable loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with AT&T on the line, including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the AT&T representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SBC-AMERITECH will re-contact AT&T's representative to repeat the Acceptance Test. When the aforementioned test parameters are met, AT&T will provide SBC-AMERITECH with a confirmation number and SBC-AMERITECH will complete the order. SBC-AMERITECH will not complete an order that fails Acceptance Testing.</p>	<p>fails the loop Continuity Test parameters, as defined by this Schedule 9.2.2 for xDSL-capable loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with AT&T on the line, including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the AT&T representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SBC-AMERITECH will re-contact AT&T's representative to repeat the Acceptance Test. When the aforementioned test parameters are met, AT&T will provide SBC-AMERITECH with a confirmation number and SBC-AMERITECH will complete the order. SBC-AMERITECH will not complete an order that fails Acceptance Testing.</p>	<p>physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the AT&T representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SBC-AMERITECH will re-contact AT&T's representative to repeat the Acceptance Test., When the aforementioned test parameters are met, AT&T will provide SBC-AMERITECH with a confirmation number and SBC-AMERITECH will complete the order. SBC-AMERITECH will not complete an order that fails Acceptance Testing.</p>
What language should apply to situations where the Ameritech personnel are on hold for 10 minutes in acceptance testing and	20	9.2.2.13.2.1. 6, 9.2.2.13.2.3. 4	<p>9.2.2.13.2.1.6 If AT&T cannot provide a “live” representative to cooperative test for over ten (10) minutes (where SBC AMERITECH is on hold for the 10 minutes or calls every 30 seconds for ten (10) minutes, without contact) AT&T will supplement the order to schedule a new time for the order to be tested</p>	<p>9.2.2.13.2.1.6 SBC-AMERITECH will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by AT&T when AT&T cannot provide a “live” representative (through no answer or placement on hold) for over ten (10) minutes. SBC-AMERITECH may then close the order utilizing existing procedures,</p>	<p>Accordingly, we adopt SBC's language for Schedules 9.2.2.13.2.1.6 and 9.2.2.13.2.3.3.</p>

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Issue	Issue #	Article & Sections	AT&T Language	SBC-Illinois Language	ALJ Proposed Arbitration Decision
cooperative testing situations?		<u>and completed.</u>	<u>9.2.2.13.2.3.4 If AT&T cannot provide a “live” representative to cooperative test for over ten (10) minutes (where SBC-AMERITECH is on hold for the 10 minutes or calls every 30 seconds for ten (10) minutes, without contact) AT&T will supplement the order to schedule a new time for the order to be tested and completed.</u>	document the time and reason, and may bill AT&T as if the Acceptance Test had been completed and the loop accepted, subject to Section 8.4 below.	9.2.2.13.2.3.4 SBC-AMERITECH will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by AT&T when AT&T cannot provide a “live” representative (through no answer or placement on hold) for over ten (10) minutes. SBC-AMERITECH may then close the trouble ticket, document the time and reason, and may bill AT&T as if the Cooperative Test had been completed.
Should the basic metallic loop parameters or the specific loop parameters associated with the loop be verified during cooperative testing?	21	9.2.2.13.2.3	9.2.2.13.2.3 Cooperative Testing Procedure: The SBC-AMERITECH field technician will call the LOC and the LOC will contact AT&T for test and resolution of the trouble ticket and to verify the specific loop parameters including proof of continuity and pair balance.	9.2.2.13.2.3 Cooperative Testing Procedure: The SBC-AMERITECH field technician will call the LOC and the LOC will contact AT&T for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.	Accordingly, we adopt SBC's language for Schedule 9.2.2.12.1.1, 9.2.2.12.1.2, 9.2.2.13.2.1.3, 9.2.2.13.2.1.4, 9.2.2.13.2.3.2, 9.2.2.13.2.3, 9.2.2.14.7. 9.2.2.13.2.3 Cooperative Testing Procedure: The SBC-AMERITECH field technician will call the LOC and the LOC will contact AT&T for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

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Issue	Issue #	Article & Sections	AT&T Language	SBC-Illinois Language	ALJ Proposed Arbitration Decision
AT&T Issue: Should SBC Ameritech be required to guarantee the loop provided to AT&T performs as specified by AT&T?	22	9.2.2.14.7	none	9.2.2.14.7 SBC-AMERITECH will not guarantee that the local loop(s) ordered will perform as desired by AT&T for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. AT&T-requested testing by SBC-AMERITECH beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.	Accordingly, we adopt SBC's language for Schedule 9.2.2.12.1.1, 9.2.2.12.1.2, 9.2.2.13.2.1.3, 9.2.2.13.2.1.4, 9.2.2.13.2.3.2, 9.2.2.13.2.3, 9.2.2.14.7.
SBC Issue: Should SBC be required to guarantee local loops will perform as ordered by AT&T beyond basic metallic loop parameters?				9.2.2.14.7 SBC-AMERITECH will not guarantee that the local loop(s) ordered will perform as desired by AT&T for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. AT&T-requested testing by SBC-AMERITECH beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.	Accordingly, we adopt SBC's proposed language for Schedule 9.2.6, Section 9.2.6.1.7.
UNE SWITCHING		SCHEDULE E 9.2.6			For Schedule 9.2.6, Section 9.2.6.1.7.2, we adopt AT&T's language.

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Issue	Issue #	Article & Sections	AT&T Language	SBC-Illinois Language	ALJ Proposed Arbitration Decision
		<u>existing OS and/or Feature Group D trunks</u>			AT&T's proposed language for Schedule 9.2.6.2.2 is not supported by any testimony. Rather, AT&T references an Indiana decision as support for its position. The applicability of that decision to the facts of this arbitration has not been established, let alone a wholesale adoption of the terms of that agreement without further support or explanation. Accordingly, AT&T's proposed language for Schedule 9.2.6, Section 9.2.6.2.2 will not be included.
24.a. Should Ameritech be required to deploy custom routing for AT&T based on AT&T's proposed schedule or must AT&T order custom routing via the BFR process?	24	9.2.6.1.7.2	9.2.6.1.7.2 AT&T may order custom routing from SBC-Ameritech and SBC-Ameritech will deploy custom routing within ten (10) business days after AT&T's order for a particular switch is received. AT&T may order custom routing with a maximum of fifty (50) switches per order. SBC-Ameritech will implement all valid switch requests ("CLLIs") and reject the invalid requests on an individual CLLI basis.	9.2.6.1.7.2 If AT&T wants the standard Customized Routing product (e.g., MOS signaling) offered by SBC, AT&T shall order it using the ULS Routing Questionnaire found in the CLEC handbook, or by submitting a BFR. If AT&T wants something different than SBC's standard product offering, AT&T would need to submit a BFR.	Accordingly, we adopt SBC's proposed language for Schedule 9.2.6, Section 9.2.6.1.7.
24.b. In what manner should SBC-Illinois be required to provide customized routing associated with UNEs?			<u>SBC-Ameritech will implement custom routing for an individual switch according to the following schedule:</u> <u>1-48 trunks 38 business days</u> <u>49-96 trunks 40 business days</u> <u>97-144 trunks 42 business days</u> <u>145-193 trunks 48 business days</u> <u>In any event, SBC-Ameritech will complete the custom routing order</u>		For Schedule 9.2.6, Section 9.2.6.1.7.2, we adopt AT&T's language. AT&T's proposed language for Schedule 9.2.6.2.2 is not supported by any testimony. Rather, AT&T references an Indiana decision as support for its position. The applicability of that decision to the facts of this arbitration has not been established, let alone a wholesale adoption of the terms of that agreement without further support or explanation. Accordingly, AT&T's proposed language for Schedule 9.2.6, Section 9.2.6.2.2 will not be included.

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Issue	Issue #	Article & Sections	AT&T Language	SBC-Illinois Language	ALJ Proposed Arbitration Decision
		<u>no later than 60 business days from receipt of a valid order unless mutually agreed by the Parties.</u>	<u>Where AT&T purchases Local Switching, at AT&T's option, SBC-AMERITECH will provide the functionality and features required to either modify the originating subscriber's line at SBC-AMERITECH's local switch (LS) through the use of routing tables, e.g., via line class codes, or provide AIN functionality, to route all local DA, as well as AT&T's PIC'ed toll DA traffic in a 2-PIC environment, to the AT&T Network. This functionality must be fully tested and be capable of being broadly deployed by SBC-AMERITECH.</u> <u>Functionality and features may also be provided in any other manner mutually agreed to by the parties.</u>		
INTEROFFICE TRANSMISSION FACILITIES		SCHEDULE 9.2.7			
Under what conditions should Ameritech provide Unbundled Shared Transport?	25	9.2.7.1.1	SBC-AMERITECH shall not impose any restrictions on AT&T regarding the use of the unbundled shared transport it purchases from SBC-AMERITECH (other than as set forth in Article 9, Section 9.1.2) provided such use does not result in demonstrable harm to either SBC-AMERITECH network or personnel.	Not notwithstanding anything in this agreement to the contrary, SBC-AMERITECH provides access to unbundled shared transport only when purchased in conjunction with a ULS port that AT&T subscribes to for the purpose of delivering traffic from/to a AT&T End User as set forth below	Not discussed by ALJ.
Should SBC-	26	9.2.7.2.1	9.2.7.2.1 AT&T can only mix ULS-ST	9.2.7.2.1 AT&T can only mix ULS-ST	

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Issue	Issue #	Article & Sections	AT&T Language	SBC-Illinois Language	ALJ Proposed Arbitration Decision
Ameritech refuse to custom route traffic by OCN within a central office?		and custom routing within a SBC-AMERITECH end office switch where AT&T chooses to custom route a specific class of service and OCN of its OS and/or all of its DA (OS/DA) traffic for its End Users served by SBC-AMERITECH 's ULS-ST ports in that SBC-AMERITECH end office switch. If this custom routing for OS/DA is chosen in a given SBC-AMERITECH end office switch, then a specific class of service all End Users served via ULS-ST ports in that switch will have their OS/DA traffic routed over the same custom route designated by AT&T.	and custom routing within a SBC-AMERITECH end office switch where AT&T chooses to custom route a specific class of service of its OS and/or all of its DA (OS/DA) traffic for its End Users served by SBC-AMERITECH 's ULS-ST ports in that SBC-AMERITECH end office switch. If this custom routing for OS/DA is chosen in a given SBC-AMERITECH end office switch, then a specific class of service all End Users served via ULS-ST ports in that switch will have their OS/DA traffic routed over the same custom route designated by AT&T.	See ALJ discussion of this issue under Intercarrier Compensation Issue 1.	
Should the reciprocal compensation terms and conditions contained in Article 21 apply to ULS-ST reciprocal Compensation?	27	9.2.7.4.1-3	9.2.7.4. For purposes of this Agreement, the Parties agree that for interswitch local traffic originated from a ULS-ST port and a ULS-ST port and terminated to a SBC-AMERITECH end office and for interswitch local traffic originated from a SBC-AMERITECH end office and terminated to an ULS-ST port is terminated to an ULS-ST port is the traffic to which reciprocal compensation applies and is subject to the reciprocal compensation provisions in Article 21 – Intercarrier Compensation of this Agreement.	9.2.7.4.1 For purposes of this Agreement, the Parties agree that for interswitch local traffic originated from a ULS-ST port and a ULS-ST port and terminated to a SBC-AMERITECH end office and for interswitch local traffic originated from a SBC-AMERITECH end office and terminated to an ULS-ST port is the traffic to which reciprocal compensation applies and is subject to the reciprocal compensation provisions in Article 21 – Intercarrier Compensation of this Agreement.	9.2.7.4.2 As to ULS-ST only, SBC-AMERITECH will charge, at the rate set forth in the Pricing Schedule, AT&T using SBC-AMERITECH's ULS-ST a Reciprocal Compensation rate specific to ULS-ST for interswitch local traffic originated from a ULS-ST port and terminated to a SBC-AMERITECH end office.

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			<u>9.2.7.4.3</u> <u>As to ULS-ST only, AT&T will reciprocally charge, at the rate set forth in the Pricing Schedule, SBC-AMERITECH for interswitch local traffic originated from a SBC-AMERITECH end office and terminated to an ULS-ST port at the same rate as ULS-usage rate associated with ULS-ST a Reciprocal Compensation rate.</u>		
Should SBC-Ameritech be required to provide to AT&T the OCN of 3rd party originating carriers when AT&T is terminating calls as an unbundled switch user of SBC-Ameritech?	28	9.2.7.4.4	<u>9.2.7.4.4 SBC-AMERITECH will include the OCN of the originating carrier in the usage records it provides for calls originated by 3rd party carriers. Any records received without the originating OCN will be treated as though originated by SBC-AMERITECH in accordance with the terms of Schedule 9.2.7 of this Agreement.</u>	<u>9.2.7.4.4 AT&T will be solely responsible for establishing compensation arrangements with all telecommunications carriers to which ULS-ST traffic is delivered or from which ULS-ST traffic is received, including all ULS-ST traffic carried by Shared Transport-Transit.</u>	This issue is identical to that presented in Comprehensive Billing Issue 4 and is discussed there.
How should reciprocal compensation	29	9.2.7.5	9.2.7.5 IntraLATA and InterLATA Toll Rate Application When ULS-ST is used to make or receive	9.2.7.5 IntraLATA and InterLATA Toll Rate Application When ULS-ST is used to make or receive	See ALJ discussion of this issue under Intercarrier Compensation Issue 1.

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rate elements be structured?			receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through <u>SBC-AMERITECH</u> tandem switch(es) and transmission facilities, <u>SBC-AMERITECH</u> will charge usage-sensitive Common Transport and Tandem Switching Rates in addition to other applicable ULS-ST charges. However, when that traffic is routed to and/or from an Interexchange Carrier directly connected at the <u>SBC-AMERITECH</u> end office providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic. The following rate elements could apply depending on type of call:	interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through <u>SBC-AMERITECH</u> tandem switch(es) and transmission facilities, <u>SBC-AMERITECH</u> will charge usage-sensitive Common Transport and Tandem Switching Rates in addition to other applicable ULS-ST charges. However, when that traffic is routed to and/or from an Interexchange Carrier directly connected at the <u>SBC-AMERITECH</u> end office providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic. (the following rate elements could apply depending on type of call: ULS-ST Blended Transport Usage <u>ULS-ST Reciprocal Compensation</u> ULS-ST SS7 Signaling Transport	Although we agree with SBC that the specific terms contained in the LIDB-AS Appendix are appropriately contained in the ICA, we do not agree that AT&T must agree to the application of the LIDB-AS Appendix for a service they are not currently utilizing. Accordingly, the
SIGNALING NETWORK			SCHEDULE 9.2.8		Combined with Issue 33: Although we agree with SBC that the specific terms contained in the LIDB-AS Appendix are appropriately contained in the ICA, we do not agree that AT&T must agree to the application of the LIDB-AS Appendix for a service they are not currently utilizing. Accordingly, the
Should Ameritech be required to administer LIDB information provided by AT&T?	30	9.2.8.19.1	<u>9.2.8.19.1 SBC-AMERITECH will input information provided by AT&T into LIDB for the AT&T accounts administered by SBC-AMERITECH. AT&T shall provide SBC-AMERITECH with LIDB information needed by SBC-AMERITECH to completely populate a LIDB line record.</u>		

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		<u>consistent with ordering business Rules for LIDB Queries.</u>			following language will apply to Schedule 9.2.8.19.1:
					As defined in LIDB-AS, SBC will input information provided by AT&T into LIDB for AT&T accounts where AT&T uses SBC's unbundled local switch ports. SBC will not administer the LIDB database for AT&T where AT&T does not use SBC's unbundled local switch ports. Terms and conditions for SBC to administer the LIDB database for AT&T where AT&T does not use SBC's unbundled local switch ports have not been negotiated and remain to be determined.
What interfaces are used to administer data when AT&T resells data to a third party?	31	9.2.8.19.4	9.2.8.19.4 If AT&T resells the services associated with its Line Records to a third party, and those Line Records remain in SBC-AMERITECH's LIDB, AT&T will administer those records through <u>the OSMOP interfaces</u>	9.2.8.19.4 If AT&T resells the services associated with its Line Records to a third party, and those Line Records remain in SBC-AMERITECH's LIDB, AT&T will administer those records through <u>direct unbundled interfaces as defined in LIDB-AS.</u>	As explained in UNE Issues 30 and 33, the Commission believes that the LIDB-AS Appendix should be contained in the ICA. Consistent with that finding, we adopt SBC's language for this issue.
32.a. Should	32	9.2.6.1.3.4,	9.2.6.1.3.4 AT&T may order and SBC-	9.2.6.1.3.4 AT&T may order and SBC-	Accordingly, AT&T's request is denied

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SBC be required to provide access to SBC designed AIN features, functions and services?	9.2.8.21	Ameritech shall provision features (switch based <u>and AIN</u>) that the switch is capable of providing. AT&T is entitled to all features that SBC-Ameritech transitions from switch-based to the AIN network on a customer specific basis.	Ameritech shall provision features (switch based) that the switch is capable of providing. Ameritech will provide AT&T with access to Ameritech's service creation environment to allow AT&T to design its own AIN-based services. AT&T will request such access using the negotiation process found in 9.2.8.21.	Ameritech shall provision features (switch based) that the switch is capable of providing. Ameritech will provide AT&T with access to Ameritech's service creation environment to allow AT&T to design its own AIN-based services. AT&T will request such access using the negotiation process found in 9.2.8.21.	and SBC's language is adopted, as modified in its Initial Brief.
32.b. Should Access to AIN be provided pursuant to a BFR with all terms and conditions and pricing negotiated pursuant to that BFR?	9.2.8.21.1	<u>DATABASES ("AIN") General Description and Specifications of the Unbundled Element</u> <u>T&T may purchase the entire set of Advanced Intelligent Network ("AIN") features or functions, or any one or any combination of such features or functions, including privacy manager and speaking call waiting, on a customer-specific basis. SBC-AMERITECH will provide AT&T with query access to SBC-AMERITECH's AIN SCP or successor databases to support AIN services in two ways: from SBC-AMERITECH's unbundled switch element residing in an AIN-capable end office or from AT&T's own switch. SBC-AMERITECH will provide AT&T access to SBC-AMERITECH's End-Office triggers when AT&T purchases SBC-AMERITECH's LSNE and any available AIN services residing on SBC-AMERITECH's SCP or</u>	<u>DATABASES ("AIN") General Description and Specifications of the Unbundled Element</u> <u>T&T may purchase the entire set of Advanced Intelligent Network ("AIN") features or functions, or any one or any combination of such features or functions, including privacy manager and speaking call waiting, on a customer-specific basis. SBC-AMERITECH will provide AT&T with query access to SBC-AMERITECH's AIN SCP or successor databases to support AIN services in two ways: from SBC-AMERITECH's unbundled switch element residing in an AIN-capable end office or from AT&T's own switch. SBC-AMERITECH will provide AT&T access to SBC-AMERITECH's End-Office triggers when AT&T purchases SBC-AMERITECH's LSNE and any available AIN services residing on SBC-AMERITECH's SCP or</u>	<u>DATABASES ("AIN") General Description and Specifications of the Unbundled Element</u> <u>T&T may purchase the entire set of Advanced Intelligent Network ("AIN") features or functions, or any one or any combination of such features or functions, including privacy manager and speaking call waiting, on a customer-specific basis. SBC-AMERITECH will provide AT&T with query access to SBC-AMERITECH's AIN SCP or successor databases to support AIN services in two ways: from SBC-AMERITECH's unbundled switch element residing in an AIN-capable end office or from AT&T's own switch. SBC-AMERITECH will provide AT&T access to SBC-AMERITECH's End-Office triggers when AT&T purchases SBC-AMERITECH's LSNE and any available AIN services residing on SBC-AMERITECH's SCP or</u>	9.2.8.21 Upon request by AT&T, and where technically feasible, SBC-AMERITECH will provide AT&T with access to SBC-AMERITECH's Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) based upon ILEC-specific rates, terms, conditions and means of access to be negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Article, Schedule or amendment, as applicable, subject to approval by the appropriate state Commission.

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			<p><u>successor databases, AIN database access may not be used to access other databases.</u></p> <p><u>Form of Access:</u> AT&T's query access to SBC-AMERITECH's AIN SCPs will be via interconnection at SBC-AMERITECH's Regional or Local STPs consistent with existing network interface specifications and using messages conforming with Telcordia's Technical Reference TR-NWT-001285. The requirements for these messages may be modified by AIN access mediation (specifications not yet available).</p> <p><u>General Terms and Conditions</u></p> <p><u>9.2.8.21.3.1</u> SBC-AMERITECH will require access mediation to prevent unauthorized changes or access to data resident in its AIN database. Such access mediation will also provide network management functions to prevent AT&T traffic overloads from interfering with SBC-AMERITECH's AIN SCP operation.</p> <p><u>9.2.8.21.3.2</u> SBC-AMERITECH will provide access to AIN call-related databases in a non-discriminatory and competitively neutral manner for use by AT&T for its own end users exclusively. Subject to the Parties' respective obligations under the law to permit resale, AT&T will not be permitted to alter such access to SBC-AMERITECH's AIN SCP.</p>		

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		<u>for use in part or in whole by third parties.</u>	<u>9.2.8.21.2</u> <u>S For AIN</u>	<u>SM</u>	

9.2.8.21.4.1 General Description and Specifications of the Unbundled Element: SMS for AIN will allow AT&T to update AIN service data residing in SBC-AMERITECH's AIN network for use on AT&T lines.
Form of Access

9.2.8.21.4.2.1 SBC-AMERITECH will provide AT&T access to SBC-AMERITECH's AIN service management system ("SMS") for the purpose of provisioning AT&T-developed AIN services residing on SBC-AMERITECH's SCP. SBC-AMERITECH will also provide AT&T access to SBC-AMERITECH's AIN SMS for the purpose of provisioning AT&T's own customer data, in which case AT&T shall have access to an unbundled SBC-AMERITECH AIN service residing on SBC-AMERITECH's AIN SCP. SBC-AMERITECH will provide, at AT&T's request, electronic access to an AIN SMS system when available.

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			<u>The Parties will mutually agree to the rates for such access.</u>	<p>9.2.8.21.5 Access to the Service Creation Environment (“SCE”) of the AIN Database General Description and Specifications of the Unbundled Element</p> <p>SBC-AMERITECH will provide AT&T access to SBC-AMERITECH’s AIN Service Creation Environment (“SCE”) for the creation and modification of AIN services. The Parties will mutually agree to the rates, terms, and conditions applicable to such access.</p> <p>All AIN services may require testing in SBC-AMERITECH’s AIN laboratory prior to deployment into the network. Testing will evaluate compatibility with SBC-AMERITECH’s network nodes, interaction with other AIN, 800/888, Operator Services, and other switch-based features, and appropriate use of network resources.</p> <p>9.2.8.21.5.1 Form of Access:</p> <p>SBC-AMERITECH will provide to AT&T the following forms of access to SCE and any other forms of access mutually agreed upon:</p>	Under Option 1, AT&T personnel

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		<u>will operate SBC-AMERITECH's SCE terminals themselves.</u>	<u>Under Option 2, AT&T will develop service logic using AT&T's Telcordia SPACE platform and will transfer the file to SBC-AMERITECH for testing and deployment.</u>	<u>9.2.8.21.5.2 General Terms and Conditions</u> <u>Either party may initiate Alternate Dispute Resolution, to resolve disputes regarding AN.</u>	Combined with Issue 30: Although we agree with SBC that the specific terms contained in the LIDB-AS Appendix are appropriately contained in the ICA, we do not agree that AT&T must agree to the application of the LIDB-AS Appendix for a service they are not currently utilizing. Accordingly, the following language will apply to Schedule 9.2.8.19.1: As defined in LIDB-AS, SBC will input information provided by AT&T into LIDB for AT&T accounts where AT&T uses SBC's unbundled local switch ports. SBC will not administer the LIDB database for AT&T where AT&T does not use SBC's unbundled local switch
Should the LIDB-AS schedule be part of the interconnection agreement?	33	Schedule 9.2.10	None.	Ameritech submits the entire generic LIDB-AS schedule.	

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OS/DA SCHEDULE					ports. Terms and conditions for SBC to administer the LIDB database for AT&T where AT&T does not use SBC's unbundled local switch ports have not been negotiated and remain to be determined.
Should this schedule have a separate indemnification section over and above the language found in the GTCs?	34	22.6.2	NONE	<u>AT&T also agrees to release, defend, indemnify, and hold harmless SBC-AMERITECH from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC-AMERITECH employees and equipment associated with provision of the OS and DA Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services and Directory Assistance.</u>	We agree with SBC that the OS/DA article is unique and reflects Commission approved tariffs that limit SBC's liability in relation to OS/DA. Accordingly, we reject AT&T's proposals included in its Reply Brief and adopt SBC's language. AT&T does not dispute that the language is consistent with limitations of liability language found in both parties' tariffs and helps to keep the price of OS/DA low for end-users.

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